

Appl. No. 10/688,390
Amdt. dated November 30, 2005
Reply to Office Action of July 1, 2005

Docket No. 70288-020800

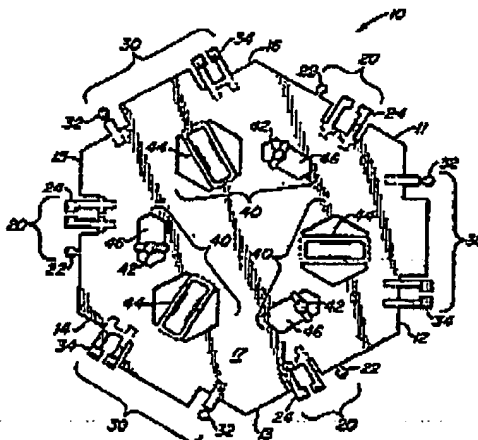
RESPONSE TO EXAMINER'S REJECTIONS/REMARKS

Responsive to the Office Action mailed July 1, 2004, Applicant thanks the Examiner for his guidance and patience. All of Examiner's comments are very much appreciated. In the present response, the Applicant has amended Claims 1, 3, 10, and 12 and added Claim 17 and 18. No new subject matter has been added to these claims.

Claim Rejections - 35 USC §102

Examiner has rejected Claims 1-5 and 7-11 under 35 U.S.C. § 102(b) as being anticipated by Svagerko (U.S. Patent No. 4,792,319). Examiner asserts that Svagerko discloses: (i) a plurality of panels each with four edges, four corners, a front side, and back side; (ii) alternating plastic latches 22/32 and catches 24/34 with deformable slot walls formed near the corners each extends at approximately a 45 degrees angle from the front and back sides; (iii) an alignment stop formed as a part of each latches; (iv) a corner buttress with a support edge formed at the junction of a latch and catch on adjacent sides of a corner and (v) a receiving catch formed on the edge of one or more of the panels through which a latch closure can mate.

In particular, the Examiner cites that in Figures 1 and 2 of Svagerko, items 22/32 discloses a latch of the present disclosure and items 24/34 discloses a catch of the present disclosure.



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However, items 22/32 are not the same as the latch of newly amended independent Claims 1, 3 and 10. Further, items 24/34 are not the same as the catch of newly amended independent Claims 1, 3 and 10. Accordingly, Svagerko does not disclose the latch and catch of the independent Claims 1, 3 and 10.

In particular, items 22/32 and 24/34 of Svagerko both boast a **hinging** capability. Meaning, that when item 22/32 is engaged or connected with item 24/34, the joint or connection formed is one that hinges. Yet, the latch and catch combination of newly amended independent Claims 1, 3 and 10 are firmly mated and do not have a hinging capability. Specifically, the Svagerko specification refers to the combination of 22 and 24 as a "piece connector" and the combination of 32 and 43 as a "unit connector" and states that when connected together, a hinged joint is formed. This is supported in Svagerko's specification at Column 1, lines 48-52 which state:

"These piece connectors are used to join any two or more building pieces together in edge-to-edge engagement, and enable hinged movement of the joined pieces from coplanarity to either side or non-coplanarity."

Further, Svagerko at Column 2, lines 19-23 state:

"These unit connectors similarly join together the edges of the basic building pieces used to make the basic building units together, and the unit connectors enable the hinged relative movement of the building units..."

Moreover, Svagerko at Column 2, lines 24-34 specifically stresses the importance of the connections being able to hinge:

"When the building units are brought into complete end-to-end engagement, the remaining respective edges of the truncated surfaces become joined, and the building units then become detachably locked into place, providing structural rigidity and integrity to the assembled structure. **This ability to hinge feature is important** in that it enables the basic building units (or other constructed solids) to join together in other than complete end-to-end engagement, greatly enhancing the combination possibilities with other pieces or solids."

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Therefore, as evidenced above, Svagerko clearly discloses that the items cited as a latch and catch form a **hinged** connection. However, as discussed above, the connection between a latch and catch of the present disclosure **do not hinge**. In fact, newly amended Claims 1, 3 and 10 recite that the latch is *firmly mated* within the slot walls of the catch. Accordingly, a connection that is hinged is inapposite from a connection that is firmly mated. This is further supported in the specification as filed in paragraph [0057] (emphasis added):

“...the enlarged head forming the latch is shown mated firmly within the slot of the catch, by constructing the catch out of a material with sufficient lubricity, flexibility and/or memory, the enlarged head may be cancelled or snapped out of the slot by displacing the slot walls which can snap-back, undamaged, upon withdrawal.”

Therefore, Svagerko fails to disclose or teach of a latch and catch connection in which the latch is firmly mated into a slot wall of a catch. This element is present in independent Claims 1, 3, and 10.

Furthermore, Svagerko fails to teach a catch with elongated slot walls and a latch that has a length that is substantially the same as the length of the elongated slot walls. These features are also disclosed in newly amended Claims 1, 3, and 10. Thus, Svagerko also fails to teach or disclose other elements of the present disclosure.

The Federal Circuit states that “all elements of the claimed invention must be disclosed in a single reference for anticipation to exist.” Atlas Powder Co. v. E. I. DuPont de Nemours & Co., 750 F.2d 1569, 224 U.S.P.Q. 409 (Fed. Cir. 1984).

Thus, because the Svagerko. reference fails to disclose all of the elements of independent Claims 1, 3, and 10, Svagerko also fails to disclose the elements of their corresponding dependent claims. Therefore, there is no anticipation of the remaining claims by Svagerko. In light of these amendments and arguments, Applicant has overcome the Examiner's 35 U.S.C. §102(b) rejections. Thus, the Examiner is respectfully requested to withdraw these rejections with respect to Claims 1-5 and 7-11.

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Claim Rejections - 35 U.S.C. §103(a)

The Examiner has rejected Claim 6 as being unpatentable over Svagerko. Additionally, the Examiner has rejected Claims 12-14 as being unpatentable over Svagerko in view of Slocum et al. Thus, the Examiner relies on the Svagerko reference for all of the 103(a) rejections.

To establish *prima facie* obviousness of a claimed invention, all the claim limitations must be taught or suggested by the prior art. *In re Royka*, 490 F.2d 981, 180 USPQ 580 (CCPA 1974). See also, MPEP 2143.03. For the same reasons as discussed above, the Svagerko reference does not teach all of the claim limitations of the newly amended independent Claims 1, 3, 10 and 12. Accordingly, Svagerko cannot be relied on as the basis of an obviousness rejection. Therefore, Claims 6 and 12-14 are not considered obvious in light of Svagerko or in combination with Slocum et al. In light of these amendments and arguments, Applicant has overcome the Examiner's 35 U.S.C. §103(a) rejections. Thus, the Examiner is respectfully requested to withdraw these rejections with respect to Claims 6 and 12-14.

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Remarks

Applicant has complied with all requirements made in the above-referenced communication. In view of the foregoing, it is respectfully submitted that the pending Claims in the application are in condition for allowance. Allowance of the pending claims at an early date is courteously solicited.

If, for any reason, the Examiner finds the application other than in condition for allowance, the Examiner is respectfully requested to call Applicant's undersigned representatives, attention Eglia Nair Flores at (310) 586-6511 to discuss the steps necessary for placing the application in condition for allowance.

This response is being timely filed and no fee is believed due. However, if Applicant is mistaken, the Commissioner is hereby authorized to charge any required fee in connection with the submission of this paper, now or in the future, or credit any overpayment to Account No. 50-2638. Please ensure that the Attorney Docket Number is referred to when charging any payments or credits for this case.

Respectfully submitted,

GREENBERG TRAURIG, LLP

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By


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